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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

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June 18, 2003

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

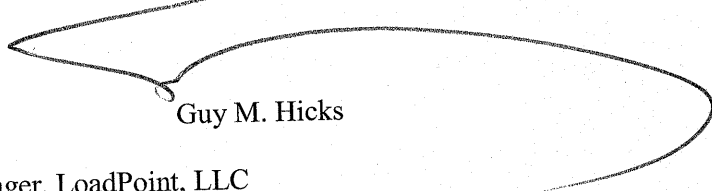
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and LoadPoint, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00400

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, LoadPoint, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 9, 2002. The Amendment extends the Term of the Agreement to December 31, 2003.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Jerry Dunlap, Chief Manager, LoadPoint, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and LoadPoint, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LOADPOINT, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, LoadPoint, LLC ("LoadPoint") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 9, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, LoadPoint and BellSouth state the following:

1. LoadPoint and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to LoadPoint. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on April 23, 2002.
2. The parties have recently negotiated an Amendment to the Agreement which extends the Term of the Agreement to December 31, 2003. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, LoadPoint and BellSouth are submitting their Amendment to the TRA for its

consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and LoadPoint within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. LoadPoint and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

LoadPoint and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of June, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

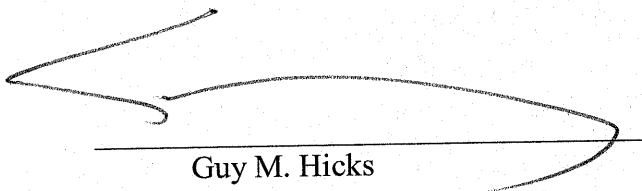
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 19th day of June, 2003:

Mr. Jerry Dunlap
Chief Manager
LoadPoint, LLC
103 Powell Ct.
Suite 450
Brentwood, NC 37027



Guy M. Hicks

**Amendment to
Interconnection Agreement between**

**LoadPoint, LLC and
BellSouth Telecommunications, Inc.**

Dated April 9, 2002

Pursuant to this Amendment (the "Amendment") LoadPoint, LLC, (LoadPoint), a Tennessee corporation, and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement ("the Agreement") between BellSouth and LoadPoint dated April 9, 2002.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LoadPoint and BellSouth hereby covenant and agree as follows:

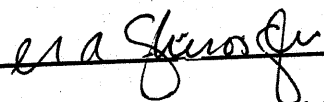
1. The Parties agree to delete Section 1, General Terms and Conditions in its entirety and replace it with the following:
 1. Term of the Agreement
 - 1.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2003.
 - 1.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
 - 1.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 1.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
 - 1.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to LoadPoint pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement

becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 1.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

2. All other provisions of the Agreement, dated April 9, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

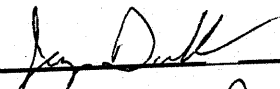
By: 

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 4/30/03

LoadPoint, LLC

By: 

Name: Jerry Dunlap

Title: Chief Manager

Date: 4/18/3